



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

October 20, 2009

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

20 October 20, 2009

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

### **AGREEMENT FOR THE TRANSFER OF STORM DRAIN SYSTEMS IN THE CITY OF HAWAIIAN GARDENS (SUPERVISORIAL DISTRICT 4) (3 VOTES)**

#### **SUBJECT**

This action is to execute the storm drain transfer agreement between the Los Angeles County Flood Control District and the City of Hawaiian Gardens.

#### **IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the proposed action is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Approve the agreement between the Los Angeles County Flood Control District and the City of Hawaiian Gardens that warrants the rights of way as to title, extent, and location of drainage facilities when transferred from the City of Hawaiian Gardens to the Los Angeles County Flood Control District for operation and maintenance, pursuant to Section 13-3/4 of the Los Angeles County Flood Control Act.
3. Authorize and instruct the Chairman of the Board of Supervisors to execute the agreement on behalf of the Los Angeles County Flood Control District.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Los Angeles County Flood Control District (District) has executed similar agreements with other cities in the County of Los Angeles (County). Under the terms of the enclosed agreement, the City of Hawaiian Gardens (City) warrants the accuracy of the right of way for future storm drain transfers and the District would eliminate its independent review, except for an abbreviated review on major projects, where extensive fee title is taken. This will accelerate the processing of transferring facilities. No storm drain facilities or property interests are being conveyed to the District at this time.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3) by providing public works infrastructure and services that improves the quality of life for County residents.

## **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. The improvements are those drainage facilities that are built by the City or by private developers under bond to the City that are to be transferred to the District for operation and maintenance. The rights of way for these facilities are granted first to the City and then quit claimed to the District as the facilities are transferred.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Section 13-3/4 of the Los Angeles County Flood Control Act authorizes a public agency that has constructed or acquired a storm drain improvement or a drainage system to request the Los Angeles County Flood Control District to accept the transfer and conveyance of the improvement or system from the public agency. Section 13-3/4 further authorizes the Board of Supervisors (Board), acting on behalf of the District, to assign a designee to act on behalf of the District regarding the acceptance of a storm drain improvement and drainage system by the District, and your Board has previously delegated this authority to the Director of Public Works or her designee.

Under the terms of the proposed agreement, the City of Hawaiian Gardens will warrant to the District that each storm drain improvement and drainage system transferred to the District from the City will be accompanied by sufficient easements or other property rights for the operation and maintenance of that improvement or system.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed project is categorically exempt from the California Environmental Quality Act. This Agreement is within the class of projects which have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the California Environmental Quality Act Guidelines and Class I of the Environmental Document Reporting Procedures and Guidelines, Appendix G.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This transfer agreement will not create an adverse impact on any current services or projects.

**CONCLUSION**

Please return one adopted copy of this letter and three signed agreements to the Department of Public Works, Land Development Division. Also please forward one adopted copy of the letter and agreement to the Auditor-Controller.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:DH:la

Enclosures

c: Chief Executive Office (Lari Sheehan)  
County Counsel  
Executive Office

RECORDING REQUESTED BY:  
AND MAIL TO:

COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
P.O. Box 1460  
Alhambra, CA 91802-1460  
Attention: Mapping & Property  
Management Division  
R/W Engineering Section

Space Above This Line Reserved for Recorder's Use

## AGREEMENT

THIS AGREEMENT IS DATED FOR  
REFERENCE ONLY, AND MADE  
BY AND BETWEEN

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,

a body corporate and politic of the State of California,  
hereinafter referred to as "DISTRICT".

AND

CITY OF HAWAIIAN GARDENS

a municipal corporation of the State of California,  
hereinafter referred to as "CITY".

## RECITALS

- A. DISTRICT's primary functions are the control and conservation of the flood, storm, and other waste waters of said DISTRICT;
- B. DISTRICT is authorized by Section 13-3/4 of the Los Angeles County Flood control Act to accept transfers and conveyances of storm drain improvements and drainage systems constructed or acquired by other public agencies (hereinafter "flood control facilities"), for operation, maintenance, repair and improvement thereof, if the flood control facilities benefit property within the DISTRICT ;
- C. CITY periodically requests that the DISTRICT accept transfers and conveyances of certain flood control facilities, constructed or acquired by CITY, for operation, maintenance, repair and improvement thereof;
- D. Acceptance by the DISTRICT of the flood control facilities for such purposes will benefit the CITY.

No 77138

THEREFORE, THE PARTIES AGREE AS FOLLOWS;

Upon the execution of this Agreement by both parties, all transfers and conveyances of flood control facilities thereafter requested by the CITY and accepted by the DISTRICT shall be subject to the following:

1. CITY warrants that it has good and sufficient title to, or a sufficient interest in, the property on which the flood control facilities are located, to provide for the operation and maintenance of such facilities and such additional property as is necessary to protect such facilities and to provide access to such facilities for maintenance and repair purposes. CITY further warrants that it has the right to execute a deed (Transfer Deed) transferring and conveying said title or interest to DISTRICT, and that the title or interest transferred and conveyed by CITY to DISTRICT shall be free of all liens, encumbrances, or conflicting easements, unless expressly agreed to in writing by DISTRICT's Chief Engineer;
2. CITY further warrants that said flood control facilities are completely contained within the property described in the Transfer Deed, that it has complied with DISTRICT's requirements as to the location of said facilities, that the property identified or described in the Transfer Deed is physically locatable by interpretation or accurate analysis of the document, and by ties to legal points of record, and that said document contains no discontinuities, gaps, or overlaps.
3. City warrants that if, after the transfer and conveyance and acceptance of any flood control facility subject to this Agreement, said flood control facility must be relocated or modified as the result of the relocation, change in grade, or other modification of any street or structure owned or under control of CITY, CITY shall pay the cost of such relocation or modification of the flood control facility.
4. CITY shall fully indemnify, defend and hold the DISTRICT, the COUNTY OF LOS ANGELS and their officers, agents, and employees, harmless from any and all claims, demands, liability, damages, costs, and expenses, arising out of the breach of any of the warranties, in this agreement.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers, by the City on March 10, 2009, and by the DISTRICT, on October 20, 2009.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
a body corporate and politic

BY

Don Krabe  
Chairman, Board of Supervisors

ATTEST:  
SACHI A. HAMAI  
Executive Officer-Clerk of  
The Board of Supervisors



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By

Don Krabe  
Deputy

By

Don Krabe  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By

Carole Suzuki for  
Deputy Mark Yanai

CITY OF HAWAIIAN GARDENS  
A Municipal Corporation

Michael Gomez

MICHAEL GOMEZ  
Mayor of the City of  
HAWAIIAN GARDENS, California

ATTEST:

Sue Underwood (SEAL)  
SUE UNDERWOOD LUCIE COLOMBO  
City Clerk - ACTING

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

Approved as to form:

John E. Carraugh  
City Attorney

20

OCT 20 2009

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

No 77138

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF LOS ANGELES    )

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this 20th day of October, 2009, the facsimile signature of Don Knabe, Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



SACHI A. HAMAI, Executive Officer  
of the Board of Supervisors  
of the County of Los Angeles

By *[Signature]*  
Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By *Carole Suzuki for Mark Yanai*  
Deputy

No 77138